

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT BETWEEN  
SUPERINTENDENT AND THE  
McCREARY COUNTY BOARD OF EDUCATION**

This Contract of Employment is made and entered into on this the 27th day of January, 2016, by and between the McCreary County Board of Education ("Board") and Michael M. Cash ("Superintendent").

**THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:**

**1. TERM**

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st day of July, 2016 and ending the 30th day of June, 2020. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

**2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT**

**A. CERTIFICATION**

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

**B. DUTIES**

The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this Commonwealth, the rules and regulations of the state and local board of education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

**C. OUTSIDE ACTIVITIES**

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

### 3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school board and school administrator associations;
- B. seminars and courses offered by public or private educational institutions; and,
- C. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

### 4. COMPENSATION

The Superintendent shall receive an initial base annual salary of 1.40 times the district salary for a 240-day Rank I certified employee at his current experience level and the Superintendent shall receive an increase in his then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract or that the termination date of his contract, or any extension thereof, has been extended.

#### **Additional Terms**

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent additional merit raises.

In any event, the Superintendent's then current salary may not be decreased.

This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

**Waiver of the Superintendent's Presence:** Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office.

**7. ANNUAL LEAVE**

The Superintendent shall be provided ten (10) annual leave days per fiscal year, to be used at the discretion of the Superintendent. Upon retirement, the Superintendent shall be paid for any unused annual leave days. KRS 161.540(1).

**8. SICK LEAVE**

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

**9. LEAVE FOR SUPERINTENDENT**

Each school year from July 1 through June 30 will consist of 240 working days and 21 (22 Leap Year) non-working days for the Superintendent. The Superintendent will be compensated for holidays same as those holidays which all 240-day certified staff observe. The Superintendent may take as leave, leave equal to that granted all other certified staff in addition to the ten (10) annual leave days.

**10. OUTSIDE EXPENSES**

The Superintendent may, with the express consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to this district and are of short terms.

If the Superintendent is compensated for outside activities by an agency other than this Board, the time involved for such functions will be considered as his leave, or leave without pay if he does not then have leave time available, and this Board will not pay the Superintendent's salary or expenses for the activity.

**11. EVALUATION:**

- A. The Superintendent shall be evaluated according to a policy and procedures developed by the Board and approved by the Kentucky Department of Education.
- B. The summative evaluation of the Superintendent shall be discussed and adopted in an open meeting of the Board and reflected in the minutes.
- C. If the Board policy requires a written summative evaluation of the Superintendent, it shall be made available to the public upon request.
- D. Any preliminary discussions relating to the evaluation of the Superintendent by the Board or between the Board and the Superintendent shall be conducted in closed session. KRS 156.557(6).

**12. RETIREMENT BENEFITS**

- A. The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement Systems.

**13. TERMINATION OF EMPLOYMENT CONTRACT:**

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Resignation of the Superintendent.
- D. Disability or death of the Superintendent.
- E. Discharge for legal cause under the rules, regulations, and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.
- F. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.
- G. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

**14. KINDS OF CERTIFICATES HELD:**

- A. Instructional Leadership-School Superintendent
- B. Instructional Leadership- Principal All Grades
- C. Instructional Leadership-Instructional Supervisor
- D. Director of Pupil Personnel
- E. History-Teaching Grades 7-12

**15. SAVINGS CLAUSE**

If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

**16. MISCELLANEOUS**

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

This contract will be construed under the laws of the Commonwealth of Kentucky. This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties.

**AGREED TO:**

**SUPERINTENDENT**

**McCREARY COUNTY BOARD OF EDUCATION**

  
Michael M. Cash

  
Chairperson – Brandon Kidd

**This Contract prepared for the Board by:**

Timothy Crawford  
Attorney at Law  
P.O. Box 1206  
Corbin, Kentucky 40702-1206  
(o) 606.523.1950  
(c) 606.682.0889  
(e) tim.crawford@timcrawfordlaw.com